




(x) Action Required  
( ) Informational

**BULLETIN NO. DEL. 2015. ---- Provider Agreement Renewal 2015**

**TO:** Relative Care/ In-Home Providers

**FROM:** Elizabeth Groginsky,   
Assistant Superintendent of Early Learning  
Office of the State Superintendent of Education

**RE:** Renewal Agreement- Relative Care/ In- Home Providers Subsidy Issuance  
FY 2015

**DATE:** February 4, 2015

**CONTACT:** Erica Anderson  
Program Support Assistant  
(202) 727-8149  
Email: [erica.anderson@dc.gov](mailto:erica.anderson@dc.gov)

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**I. PURPOSE**

- a) To inform all current Relative Care/ In-Home Providers of Subsidy Program Agreement renewal requirements and process for FY 2015.
- b) To inform all current Relative Care/ In-Home Subsidy Providers of the required documentation needed for **online** submission of the Relative Care/ In-Home Provider Agreement renewal period for FY 2015.

**II. AUTHORITY**

- The Public Education Reform Amendment Act of 2007, effective June 12, 2007 (D.C. Act 17-38; D.C. Code § 38-2601, *et seq.*) as amended;
- The Day Care Policy Act of 1979, effective September 19, 1979 (D.C. Law 3-16; D.C. Code § 4-401, *et seq.*) as amended;
- Child Care Subsidy Program Provider Agreement;

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PHONE: (202) 727-1839 FAX: (202) 741-5304 [www.osse.dc.gov](http://www.osse.dc.gov)

- Title 29 of the District of Columbia Municipal Regulations (29 DCMR), Chapter 3, Child Development Facilities effective April 27, 2007 or as amended
- Child Care and Development Fund State Plan for FY 2015, as amended.

### **III. POLICY**

- a) The Office of the State Superintendent of Education (OSSE), Division of Early Learning (DEL), through its Child Care Subsidy Program (CCSP), assists families who meet specific eligibility criteria in paying for child care through a network of highly qualified child care providers in the District of Columbia.
- b) The CCSP, using a variety of funding sources including local funds and the Child Care and Development Fund Block Grant, makes child care services available for children six weeks through 12 years of age and up to 19 years of age if the child has a disability.
- c) Participating Providers in the CCSP must meet compliance requirements for all applicable Federal and District of Columbia laws, regulations, and policies governing child care services in the District of Columbia.

### **IV. APPLICABILITY**

This bulletin shall apply to all Relative Care/ In-Home Providers currently renewing the OSSE Child Care Subsidy Program agreement for fiscal year 2015.

### **V. PROCEDURES FOR APPLICATION**

#### **A. Response Package Submission**

1. Providers must complete all required documents outlined in the provider agreement issuance by February 27, 2015.
2. Providers must schedule an appointment to sign their agreement, Erica Anderson, by March 13, 2015.
3. OSSE will review the renewal application package and provide written notification of any outstanding documents or clarification on submitted documents.
4. All providers must ensure that all required certifications are reviewed, signed and dated, to attest to compliance with applicable laws and regulations. Failure to do so will result in the non- execution of the provider agreement.
5. OSSE personnel will review and recommend approval of provider agreement only when required documents have been met.
6. The Assistant Superintendent of Early Learning must provide the authorizing signature for an acceptable provider agreement only upon receipt of all documents.

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7. The Provider Agreement must be signed by the provider.
8. Failure on the part of the In-Home/ Relative Care provider to meet all requirements leading to an executed Provider Agreement by March 13, 2015, will result in a "Stop Placement" order where new children cannot be assigned to the provider.
9. Failure on the part of the provider to meet all requirements leading to an executed Provider Agreement by March 16, 2015, may lead to termination of the existing Provider Agreement.

### **B. Process for Approval, Signing and Execution of the Provider Agreement**

1. Failure on the part of the provider to meet all requirements by March 1, 2015 will result in denial of the Renewal Response Packet Application.

## **VI. OTHER REQUIREMENTS**

### **A. Conduct and Penalty for Falsification of Documents:**

All approved Prospective Providers are expected to uphold the highest standard of conduct and ethics at all times. The following policies enforce this standard of conduct and ethics:

1. The OSSE is required to investigate all allegations of misconduct.
2. The OSSE shall refer all allegations of falsifying, forging or altering of documents to the District of Columbia's Office of the Inspector General.
3. Any provider who obtains funds as a result of submitting falsified documents, information or data shall be required to pay back those funds to the District of Columbia Government.
4. Any provider, who falsifies, forges or alters documents risks revocation of the Provider Agreement and termination from participation in the CCSP by the OSSE.
5. Any provider who is confirmed to have violated the requirements of the provider Agreement may be terminated from the CCSP and may be referred to the District of Columbia's Office of the Attorney General for further action.
6. All providers shall maintain a current and working email address. The provider must be able to send and receive electronic information and communication as it relates to the Provider Agreement and CCSP. Providers must also have access to a working fax machine, computer, and printer.

### **B. Recordkeeping Requirements**

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1. The Provider is responsible for ensuring all children's records and documentation gathered to support participation in the CCSP are maintained in a safe and secure manner to guard against misuse, misplacement or loss.
2. The OSSE will hold all Providers accountable for any and all missing records or documentation supporting a child's participation in the CCSP by recouping payment for the children for the time period that the Provider could not produce the records and/or documentation to substantiate eligibility in accordance with the eligibility requirements of the CCSP.

## **VII. REMEDIES FOR NON-COMPLIANCE**

### **A. Terms and Conditions**

1. Provider shall comply with and maintain compliance with terms and conditions of this funding program, whether stated in a Federal or District of Columbia statute or regulations, an assurance/certification, an application or an agreement throughout the period of effectiveness of this agreement /award
2. If provider materially fails to comply and / or maintains compliance with terms and conditions of this funding program, OSSE may:
  - a.) Temporarily withhold cash payments;
  - b.) Disallow all or part of the cost of the activity or action not in compliance;
  - c.) Wholly or partly suspend or terminate the current agreement/award;
  - d.) Withhold further awards to provider/grantee for the project or program;
  - e.) Not exercise option years or renew at OSSE's discretion;
  - f.) Take any other actions that may be legally available.

### **B. Disallowance of Costs/ Reimbursements that :**

1. OSSE will disallow any costs or reimbursements that:
  - a.) OSSE determines were not expended and / or incurred in compliance with the terms and conditions of this funding program, or
  - b.) OSSE is unable to verify were expended and or incurred in compliance with the terms and conditions of this funding program to the Provider's failure to retain and /or provide upon request supporting documentation sufficient to allow OSSE to verify;
  - c.) That the cost or reimbursement were expended and / or incurred in compliance with the terms and conditions of this funding program.
2. OSSE's right to disallow costs based on audit, correction, refund, reconciliation or other transactions extends beyond termination, suspension or closeout of the agreement. Provider is obligated to promptly return to OSSE any disallowed cost/ reimbursements, and if disallowed cost/ reimbursements are not received by OSSE within a reasonable period of time after making a demand for payment, but within one year of the demand for payment OSSE may:

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- a.) Offset amounts due from other requests for reimbursement
- b.) Withhold advance payments otherwise due to recipient
- c.) Withhold further awards to Provider/ Grantee for the project or program
- d.) Take any other actions that may be legally available

**PROVIDER'S RENEWAL RESPONSE PACKAGE CHECKLIST**

**Please Use This Checklist as Your Guide to Ensure ALL Documents are Secured for a Complete Response Package – Return with your Response Package**

<b>No.</b>	<b>Check "X" If Included</b>	<b>Response Package Checklist Documents Required (Current or less than 30 days old)</b>
1		Provider Service Form <b>(Attachment)</b>
2		Family Relationship Form (Notarized) <b>(Attachment)</b>
3		Copy of Photo ID
4		Copy Driver's License
5		Copy of Social Security Card
6		Adult Health Certificate <b>(Attachment)</b>
7		Auto Registration Certificate
8		Auto Insurance
9		Certificates of 12 Training Hours
10		W-9 Form <b>(Attachment)</b>
11		Master Supplier Form <b>(Attachment)</b>
12		Child Youth And Safety Omnibus Act Affirmation Form <b>(Attachment)</b>
13		Criminal Background Check Affirmation Form <b>(Attachment – less than 2 years old)</b>
14		Child Protective Registry Clearance <b>(Attachment – less than 2 years old)</b>
15		Mandatory Drug & Alcohol Testing Affirmation Form <b>(Attachment)</b>
16		Traffic Record Check Affirmation Form <b>(Attachment)</b>
17		Non- Disclosure Agreement Form <b>(Attachment)</b>
18		List of Before Care And After Care Pick-Up Locations (As Applicable For Providers Transporting Children, Even Walking To/From School Transports)